IAA Number				
	GT&C	#	Order#	Amendment/Mod #

- = ==	1921	DEPART	MENT AND/O	R AGENCY				
1.	1	Requesting Agency of Products/S	ervices	Servicing Agency Providing Products/Services				
Nam	e P	ublic Building Service		US National Park Service				
Addı		Street & 7th Street SW, /ashington, DC 20024	17	900 Ohio Drive SW, Washington, DC 20024				
2. Servicing A	gency A	greement Tracking Number (Opti	ional)	Washington and the second of t				
		Agreement Yes No No Ck action being taken)						
V New	on (Che	ck action being taken)		THE RESERVE OF THE PERSON NAMED IN COLUMN 1997				
Amend	ment —	Complete only the GT&C blocks be	eing changed and	1 explain the changes being made.				
L Cancell	ation — l	Provide a brief explanation for the I	AA cancellation	and complete the effective End Date.				
				The second of th				
5. Agreement	Period	Start Date 10-01-2018 Enc	d Date 09-30-2	2019 of IAA or effective cancellation date				
6. Recurring A	greeme	nt (Check One) A Recurring Agre	ement will conti	nue, unless a notice to discontinue is received.				
Yes If	Yes, is t	nis an: Annual Renewal						
No 🗹	Other Renewal State the other renewal period: No							
7. Agreement T	7. Agreement Type (Check One) Single Order IAA Multiple Order IAA							
		nts Allowed for this IAA (Check (Requesting Agency's Statutory Aut	•	☑ No Citation				
Note: Specific a	dvance a	mounts will be captured on each re	lated Order.					

GT&C # Order # Amendment/Mod #					
9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)					
(Optional for Assisted Acquisitions)					
Direct Cost \$576,191.00 Overhead Fees & Charges					
Total Estimated Amount \$576,191.00					
10. STATUTORY AUTHORITY					
a. Requesting Agency's Authority (Check One) Franchise Revolving Working Economy Act Other Fund Fund Capital Fund (31 U.S.C. 1535/FAR 17.5) Authority Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority					
b. Servicing Agency's Authority (Check One) Franchise Revolving Working Economy Act Other Fund Fund Capital Fund (31 U.S.C. 1535/FAR 17.5) Authority Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority					
11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.) MOA between GSA and National Parks Service (NPS) to transfer funds to NPS to cover their expenses to operate the OPO clock tower. Initial funding through 12/21/2019 with subsequent mods to be enacted as funds are available to GSA with a proposed annual budget of \$567,191					
See Attached Operations Plan and Agreement					
12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.) See Attached Agreement					

IAA Number

AA NumberGT&C #	Order # Amendment/Mod #		
13. Restrictions (Optional) (State See Attached Agreement	and/or attach unique requirement	s and/or mission specific re	strictions specific to this IAA).
14. Assisted Acquisition Small B Requesting Agency for any contract			
15. Disputes: Disputes related to t Manual (TFM) Volume I, Part 2, C			
16. Termination (Insert the numb Agency.)	er of days that this IAA may be t	erminated by written notice	by either the Requesting or Servicing
If this agreement is canceled, any in agree to the terms of the termination			A is terminated, the agencies shall on of awarded and pending actions.
	ual costs incurred by the Servicing		ce of its intent to terminate the IAA, the ay in notification, provided such costs
this IAA. (State or attach a list of See Attached Agreement			o Request Acquisition Assistance for quisition assistance for this IAA.)
18. Assisted Acquisition Agreem this IAA. (State or attach a list of			
See Attached Agreement			
19. Requesting Agency Clause(s) See Attached Agreement	(Optional) (State and/or attach a	ny additional Requesting A	gency clauses.)
		3	

IAA Number								
	T&C #	Order # Amendment/Mod #	#					
20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.) See Attached Agreement								
=								
21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.) See Attached Agreement								
22. Annual Revie	ew of IAA							
			e IAA if the agreement period exceeds one year. Appropriate cation to any affected Order(s).					
to sign this agreem	nent. Each Agency	vel accepting authority or off	OFFICIAL ficial as designated by the Requesting Agency and Servicing Agency general terms and conditions are properly defined, including the filled per the agreement.					
The Agreement Pe	eriod Start Date (B	lock 5) must be the same as c	or later than the signature dates.					
Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.								
23.	Requesting Age	ncy	Servicing Agency					
Name	Darren J. Blue		Lisa Mendelson					
Title	Regional Comn	nissioner	Regional Director, NPS					
Telephone Number(s)	(202) 294-1628		(202) 297-1338					
Fax Number								
Email Address	darren.blue@gs	sa.gov	lisa_mendelson-ielmini@nps.gov					
SIGNATURE								

Approval Date

12 28 2019

United States Government Interagency Agreement (IAA) – Agreement Between Federal Agencies Order Requirements and Funding Information (Order) Section

IAA Number				cing Agency's Agreement			
GT&C#	Order # A	mendment/Mo	d # Track	ing Number (Optional)			
as Tarra milito santino di resur P	RIMARY ORGA	ANIZATION	OFFICE IN	FORMATION			
24.	Req	uesting Agen	cy	Servicing Agency			
Primary Organization/Office Name	/Office Public Building Service US National Park Service						
Responsible Organization/Office Address	D Street & 7th Washington, D		-	900 Ohio Drive SW, Washington, DC 20024			
	ORDER/REG	QUIREMENT	ΓS INFORM	ATION			
25. Order Action (Check One)							
✓ New							
Cancellation – Provide a brief effective cancellation date. 26. Funding Modification Summary by Line		aelly'					
		B031		details)			
Original Line Funding	\$144,047.76	\$	S	S	\$144,047.76		
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	S	S	s	s	\$ 0.00		
Funding Change for This Mod	S	S	S	S	\$0.00		
TOTAL Modified Obligation	\$ 144,047.76	\$0.00	\$0.00	\$0.00	\$144,047.76		
Total Advance Amount (-)	\$	S	S	S	\$0.00		
Net Modified Amount Due	\$ 144,047.76	\$0.00	\$0.00	\$ 0.00	\$144,047.76		
27. Performance Period	Start Date		1-2018	End Date 09-30-			
For a performance period mod, ins the start and end dates that reflect to new performance period.		мм-D	D-YYYY	MM-DD-	YYYY		

IAA Number		GT&C#		Or	 der#	Ame	ndment	/Mod #					greement ional)			1/2
28. Order L	.ine/F	unding I	nform	ation							Line	Numb	er			
20. Order L	7818-07-1	unumg r												-		
		Q.e		Reque	sting Ag Inforr		y Fundi on	ng		Servicing Agency Funding Information						
ALC			4700	0017						14	10009	9				
Component TAS Required by 10/1/2014	SP	АТА	AlD	ВРОА	EPOA	A	MAIN	SUB	SP	ATA	AID	ВРОА	E POA	A	MAIN	SUB
OR Current	TAS f	ormat	47X	4542.1					14X	14X1039						
BETC			DIS	В					COL	.L						
Object Class	Code	(Optional)														
BPN																
BPN + 4 (Op	tional)														
Additional A Classification (Optional)		_			.P1124 001660		.PG61.F	PGA				PNCNA OPT9.	AMA2A/ 00.1	/PRC	NFNFR	6.XZ0
Requesting A	Agency	y Funding	Expi	ration D	ate			Ro	questin	g Age	ncy Fu	nding C	ancellati	on Da	ite	
MM-DD-YY	YYY							$\overline{\mathbf{M}}$	M-DD-	YYYY	<u></u>					
Project Nun																
Description products/serv MOA between C OPO clock towe with a proposed STATUTORY A	/ices, i SSA ar er. Initia I annua	including nd National al funding t al budget o	the bo I Parks hrough f \$567,	na fide Service 12/21/20 191	need fo (NPS) to	r this trans	order.) Fer funds	to NPS	to cove	r their e	xpense	s to oper	ate the	a des	scription	ot
North Americ	can In	dustry Cl	assific	ation S	ystem (N	NAIC	CS) Num	ber (C	ptional)						
Breakdown	of Rei	imbursal	ole Lir	ie Cost	3		<u> </u>	OR								ost:
Unit of Meas	sure								Contract Cost \$							
Quantity		Unit I	Price		T	otal		Se	rvicing	Fees	\$					***********
3 months		\$48,01	5.92	\$ 14	14,047.	76		Ol	oligated	Total Cost	\$ 0.	00				
Overhead Fe	es & (Charges		S					Advan		\$					
Total Line A	mount	t Obligate	d	\$ 14	14,047.	76	1 0		Li	ne (-)						
								N	et Total	Cost	\$ 0.	00				
						×		As	sisted A	Acquis	ition S	ervicing	Fees Ex	plana	tion	
Advance	Line	Amount ((-)	\$			O .	\Box								
Net Li	ne Am	ount Due	:	\$ 14	14,047.	76										
Type of Serv	vice R	equirem	ents													
✓ Sever	able S	Service		Non-se	everable	Sen	vice	□ N∩	t Appli	cable						

29. Advance Information (Complete Block	29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)
	· [[با المنطور الحجام والسوام والسائم والألواج الذال والسا
Total Advance Amount for the Order \$	[All Order Line advance amounts (Block 28) must sum to this total.
Revenue Recognition Methodology (accordance account for the Requesting Agency's expense	ding to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to se and the Servicing Agency's revenue)
Straight-line – Provide amount to be acc	crued S and Number of Months
Accrual Per Work Completed - Identify	the accounting posting period:
☐ Monthly per work completed & i	nvoiced
Other – Explain other regular per	iod (bimonthly, quarterly, etc.) for posting accruals and how the accrual
amounts will be commun	icated if other than billed.
must sum to this total.]	ursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 2)
31. Attachments (State or list attachments.)	
Li izey project and/or acquisition inneste	nec // Intional except for Accided Acquicition Agreements)
	nes (Optional except for Assisted Acquisition Agreements)
✓ Other Attachments (Optional)	
☑ Other Attachments (Optional) See Annual Operating Plan attached as i	
✓ Other Attachments (Optional) See Annual Operating Plan attached as a	referenced in the Interagency Agreement between both parties
✓ Other Attachments (Optional) See Annual Operating Plan attached as a	referenced in the Interagency Agreement between both parties BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.]
Other Attachments (Optional) See Annual Operating Plan attached as a 32. Payment Method (Check One) [Intra-	referenced in the Interagency Agreement between both parties BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.] gree with the IPAC Trading Partner Agreement (TPA).
Other Attachments (Optional) See Annual Operating Plan attached as a 32. Payment Method (Check One) [Intra- If IPAC is used, the payment method must a Requesting Agency Initiated IPAC	BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.] gree with the IPAC Trading Partner Agreement (TPA). Servicing Agency Initiated IPAC
Other Attachments (Optional) See Annual Operating Plan attached as a 32. Payment Method (Check One) [Intra- If IPAC is used, the payment method must a Requesting Agency Initiated IPAC Credit Card 33. Billing Frequency (Check One)	BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.] gree with the IPAC Trading Partner Agreement (TPA). Servicing Agency Initiated IPAC
Other Attachments (Optional) See Annual Operating Plan attached as a 32. Payment Method (Check One) [Intra- If IPAC is used, the payment method must a Requesting Agency Initiated IPAC Credit Card 33. Billing Frequency (Check One) [An Invoice must be submitted by the Serreimbursed (i.e., via IPAC transaction)]	BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.] gree with the IPAC Trading Partner Agreement (TPA). Servicing Agency Initiated IPAC Other – Explain other payment method and reasoning
Other Attachments (Optional) See Annual Operating Plan attached as a 32. Payment Method (Check One) [Intra- If IPAC is used, the payment method must a Requesting Agency Initiated IPAC Credit Card 33. Billing Frequency (Check One) [An Invoice must be submitted by the Serreimbursed (i.e., via IPAC transaction)]	BILLING & PAYMENT INFORMATION governmental Payment and Collection (IPAC) is the Preferred Method.] gree with the IPAC Trading Partner Agreement (TPA). Servicing Agency Initiated IPAC Other – Explain other payment method and reasoning vicing Agency and accepted by the Requesting Agency BEFORE funds are

IAA Number			Servicing Agency's Agreement		
GT&C#	Order#	Amendment/Mod #	Tracking Number (Optional)		
35. Funding Clauses/Instruc	ctions (Optional)	(State and/or list funding	clauses/instructions.)		
36. Delivery/Shipping Infor	mation for Prod	ucts (Optional)			
Agency Name	,				
Point of Contact (POC) Name	& Title	=			
POC Email Address					
Delivery Address /Room Num	ber				
POC Telephone Number					
Special Shipping Information	1				
,			19		
	A PPD	OVALS AND CONTAC	TINFORMATION		
			THYORNATION		
	ntified by the Red		vicing Agency, must ensure that the scope of work is al may or may not be the Contracting Officer depending on		
each agency's IAA business p	process.		*		
	+	equesting Agency	Servicing Agency		
Name	Shawn Proctor		Paul Ollig		
Title	Branch Chief		Chief, Visitor Services		
Telephone Number	(202) 306-792	8	(202) 603-8974		
Fax Number			Land allia Constant		
Email Address	Shawn.Proctor	<u> </u>	paul_ollig@nps.gov		
SIGNATURE	SHAWN PRO	CTOR Digitally signed by SHAWN P Date: 2018,12.21 09:20:34 -0	NOCTOR 5'00'		
Date Signed					
that the funds are accurately	cited and can be to obligate funds	properly accounted for p . The Servicing Agency F	ied by the Requesting Agency and Servicing Agency, certify er the purposes set forth in the Order. The Requesting unding Official signs to start the work, and to bill, collect, ince with the agreement.		
	Re	equesting Agency	Servicing Agency		
Name	Kevin J Ward		Lee Smith		
Title	Supervisory Bu	udget Analyst	Acting Financial Manager		
Telephone Number	(202) 525-927	7	(202) 245-4677		
Fax Number					
Email Address	kevin.ward@g	sa.gov	lee_smith@nps.gov		
SIGNATURE					
Date Signed					

IAA Number	•	Servicing Agency's Agreement
GT&C#		Tracking Number (Optional)
	CONTACT INFORM	ATION
FINANCE OFFICE D		
FINANCE OFFICE Points of c The finance office points of c advance/accounting informati	ontact (POCs) ontact must ensure that the payment (Requestion are accurate and timely for this Order.	ting Agency), billing (Servicing Agency), and
39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
40. ADDITIONAL Points of This may include CONTRAC	Contacts (POCs) (as determined by each A TING Office Points of Contact (POCs).	
	Requesting Agency	Servicing Agency
Name	Darryl Speller	
Title	Supervisory Building Manager	
Office Address	1200 Pennsylvania Ave N.W. Washington DC, 20004	
Telephone Number	(202) 603-4877	
Fax Number		
Email Address	Darryl.Speller@gsa.gov	
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address	-	
Signature & Date (Optional)		·
Name		
Title		
Office Address	:	
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

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		zi	

Between the U.S. GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE and the U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL MALL AND MEMORIAL PARKS

I. Purpose

The purpose of this Interagency Agreement between the U.S. General Services Administration (GSA) and the U.S. Department of the Interior, National Park Service, National Mall and Memorial Parks (NPS) is to carry out the obligations of GSA and NPS (Parties, each individually, Party) as defined in Section 4 of Public Law 98-1, 97 Stat. 4 (Feb. 15, 1983)(the Act), which directed GSA to "...execute an agreement with the Secretary of the Interior providing for operation of the observation tower...by the National Park Service and further providing...for transfer to the National Park Service...such sums as may be necessary to operate the observation tower." The Old Post Office Tower (Tower) is listed on the National Register of Historic Places pursuant to 54 U.S.C. Chapter 3021, and is a primary element in the Pennsylvania Avenue National Historic Site. The tower is part of the Old Post Office Building (OPO), which is located on the southeast corner of Pennsylvania Avenue and 12th Street, NW, Washington, D.C. In August 2013, a 60-year ground lease was signed between GSA and the Trump Organization to redevelop the OPO and operate it as a hotel.

II. Roles

GSA administers the OPO Building and leases it to the Trump Organization, which has the primary responsibility for the overall management of the OPO Building pursuant to the ground lease referenced above. The NPS is solely responsible for providing visitor services for the Tower, as described below.

III. Responsibilities

The Parties mutually agree:

- The Tower shall be operated in a manner consistent with the requirements of the Act, this Agreement, and the annual NPS Operations Plan and Budget (Plan and Budget) described below.
- 2. Any operational concerns regarding the Tower noted by either Party shall be brought to the attention of the other Party and shall be resolved in a timely and mutually acceptable manner. Both parties agree to use their best efforts to resolve any concerns and cooperate in good faith.

A. NPS will provide:

 Education and interpretation services for visitors to the Tower. The GSA and NPS shall mutually agree upon the hours and operational conditions of the Tower in the annual Plan and Budget, described below. GSA will not require NPS to host, plan, or staff any special events or alter its normal operations to accommodate any hotel special events. Any special events allowed by GSA or its lessee should not impact the normal business operations of the Tower nor should the NPS incur any additional expenses such as overtime to accommodate them. Special events will not be allowed in the NPS office areas, only in the visitor areas of the OPO Tower.

- 2. Identification of any additional design needs for the visitor spaces on the ground, 9th, 10th, and 12th floors of the Tower.
- 3. Proposed modifications, alterations, and construction plans for space alterations to GSA for review and written approval to ensure the integrity of the historical character of the Tower and its fixtures.
- 4. An annual Plan and Budget to be submitted to GSA by each July 15th for the following fiscal year. The Plan and Budget will be reviewed and approved by GSA by September 1st for the following fiscal year's operation and attached following the last page of this agreement. Any modification to the Plan and Budget must be mutually agreed upon in writing by the Parties. Upon enactment of GSA's appropriation, operating funds will be transferred to the NPS/NAMA within 30 days per section "VI. Funding".
 - a. The Plan and Budget will provide:
 - i. Proposals and estimated costs for exhibits or other visual aids to interpret key themes of the site such as planning and development of the Nation's Capital; the L'Enfant Plan; Pennsylvania Avenue National Historic Site; historic places, national landmarks, and cityscape; historic preservation; the OPO Building and Tower; and the Ditchley Bells of Congress;
 - ii. Operational staffing needs and costs;
 - iii. Hours of operation; and,
 - iv. A plan for potential volunteer services and/or partnerships to support NPS operations.
 - b. Each fiscal year's Plan and Budget shall be deemed to be incorporated into this Agreement by reference
 - c. Public information services for the NPS activities in the Tower.
- Coordination with the Washington Ringing Society for the ringing of the Ditchley Bells of Congress on holidays and on special occasions, as well as weekly practice sessions.
- 6. Reasonable notice of all activities of the NPS at the Tower that may affect GSA or the Trump Organization.
- 7. Visitor and staff safety in a manner consistent with NPS safety and management policies, in areas assigned to NPS at the Tower. This will include following the 25-person maximum occupancy limit for the Tower.
- Coordination with GSA contractors providing services relating to the Tower, consistent with NPS management responsibility.

- An Occupant Emergency Plan for the NPS-operated space to be approved by GSA.
- Notice when NPS elects to furnish services or events outside the scope of this agreement.

B. GSA will provide:

- 1. Finished spaces in the ground floor waiting area, the 9th, 10th, and 12th floors of the Tower including adequate public access (including access for those with disabilities) to elevator facilities to all levels, as well as equipment necessary for the presentation of approved NPS activities related to the Old Post Office Building and Tower and the Pennsylvania Avenue National Historic Site. GSA agrees to future improvements of the finishes for the public spaces on the 9th floor as funding is available, to the extent consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties and permitted under the Programmatic Agreement entered into between GSA, NPS, and other parties on May 23, 2013, pursuant to Sections 106, 110, and 111 of the National Historic Preservation Act, 54 U.S.C. §§ 306108, 306107, 306121, and 306122. Recommended finishes include the following:
 - a. all hallways from the 9th floor elevator entrance through the hall/balcony area in and around the bell ringer space and back hall areas will include a 12"x24" tile in running bond pattern by Dal-Tile, Invoke Colorbody Porcelain, Sheer Glow ID01 with matching grout;
 - the bell ringer platform to have a 24" border around the entire platform of the same floor tile, and a carpet insert by Mohawk Group, Bending earth line, Caliber tile, color Feldspar – 7858;
 - c. base trim in these spaces shall be a wood base, one-piece of similar profile to Smoot Lumber Company Baseboard #163E - 9/16" x 5-1/4" throughout; door and window casing shall be wood, one-piece of similar profile to Smoot Lumber Company Adams Casing #97 - 1-1/16" x 3-1/2".
- Design recommendations and approvals for any modifications to the visitor spaces in the waiting area on the ground floor, 9th, 10th, and 12th floors of the Old Post Office Tower. Such recommendations may be submitted to the NPS for review and comment.
- 3. The NPS operation and staffing funds as agreed to in the Plan and Budget. This amount will be agreed to by the Superintendent of National Mall and Memorial Parks each year preceding the beginning of the affected fiscal year and will be documented by GSA.
- 4. Maintenance services including elevator maintenance, repair and rehabilitation of space and audiovisual equipment in all areas assigned to the NPS, lighting, electrical, plumbing, painting, and miscellaneous fit and finish needs and all outside signs at no expense to the NPS. These services and repairs shall be completed in a timely manner so as not to affect the operation of the Tower. Any

mutually agreed-upon exceptions must be funded through the Plan and Budget.

- 5. Janitorial services for NPS occupied office and visitor spaces to include trash pickup, vacuuming, sweeping, restroom cleaning, etc.
- All utility services (electricity, heat, air conditioning, water, local phone services and a reasonable cost of long distance services), reasonably necessary for NPS operations in accordance with agreed-upon services.
- Public restrooms on the ground floor accessible to all visitors, including those with disabilities, and provisions for emergency public restroom use by visitors or NPS/staff in the 9th floor NPS space.
- 8. Reasonable notice of all activities GSA is aware of that may affect NPS activities at the Tower.
- The identification of cost effective measures, mutually agreed upon by both parties, for providing Tower services to ensure continued public services and access.
- 10. The design, construction, and installation of interpretive exhibits for the visually impaired visitors and will manage the contracting requirements and coordinate with the NPS on content and design.
- 11. Assistance to NPS, as needed, in collaborating with the Trump Organization on the building-wide Occupant Emergency Plan and the Occupant Emergency Plan for the NPS-specific space.
- 12. Security services for the NPS-occupied Clock Tower space.
- 13. GSA shall comply with 36 CFR part 1191, Appendices C and D (Architectural Barriers Act Chapters 1 and 2, and Chapters 3 through 10) to provide a fully accessible or approved alternative visitor experience throughout the Tower. During the term of this agreement GSA will complete an independent feasibility study to examine the modification or removal of the tiered concrete structure on the 12th floor to bring the observation tower into compliance. GSA will also produce and make publicly available a video about the tower experience to be installed with the exhibits, for visitors with accessibility needs who cannot access the observation tower. GSA will share the results of the feasibility study with NPS.

GSA shall comply with all emergency egress requirements throughout the Old Post Office Tower, including the public and staff spaces. GSA agrees to ensure necessary modifications are made to areas that do not currently meet the egress requirements of National Fire Protection Association 101 - The Life Safety Code, or GSA shall provide alternate means and methods to meet the intent of the Life Safety Code as approved by the Authority Having Jurisdiction (GSA Fire Protection Engineering Team).

IV. Term of Agreement

This agreement will commence on the date of the last signature affixed by GSA or NPS and will remain in effect until September 30, 2019, at which time the Agreement may be renewed upon the written agreement of both Parties, such writing to contain the new term and be attached to this Agreement. Consistent with the provisions of the Act, or any other superseding law or regulation, either Party may terminate this agreement upon 90-day notification to the other Party.

V. Assignment

No transfer or assignment of this Agreement, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

VI. Funding

Pursuant to Part III, Responsibilities (A)(4) of the agreement, the approved annual operating plan provides funding for fiscal year 2019. Funding will be transferred via a 7600B, United States Government Interagency Agreement Form, to NPS and is not provided in advance of expenditures. Expenditures charged toward this agreement will not exceed the approved annual operating plan. If expenditures are projected to exceed the originally approved annual operating plan, a modification to the annual operating plan will be submitted by NPS to GSA for concurrence.

Due to continuing resolution constraints, funding will be provided by GSA to NPS on a periodic basis using the form 7600B. This document will be used for the justification and transfer of funds and expenditures between parties for the period of time listed on the 7600B, section 27, and funding provided for in the same period, not to exceed the approved annual operating plan for the applicable fiscal year.

VII. Accounting and Billing

<u>Accounting:</u> Accounting information will be provided in the 7600B, section 28 with reference to the Agency Location Code, Treasury Account Symbol, ordering activity DUNS code, and supplemental accounting information.

<u>Billing:</u> Billing information will be provided in the form 7600B, sections 32 through 34. Expenditures will cease to be collected 6 months after the fiscal year due to administrative changes in expenditures from the applicable fiscal year in which they were charged are made.

VIII. Liability

Each Party agrees to assume responsibility for any and all claims resulting from the acts or omissions of its employees or representatives, to the greatest extent permitted by law. In the event a claim is brought under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., (FTCA), it shall be the responsibility of the Party receiving the claim to coordinate with the other Party regarding responsibility to investigate any such claim, to issue an administrative

determination as required by the FTCA, and to assist in the defense of any litigation arising from any such claim, and the other Party to cooperate in this effort.

IX. General

- Nothing herein contained shall be construed as binding the United States to
 expend in any one fiscal year any sum in excess of appropriations made by
 Congress for the purpose of this Agreement for that fiscal year, or to involve the
 United States in any contract or other obligation for the further expenditure of
 money in excess of such appropriations.
- 2. No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.
- 3. GSA and NPS agree that the term "days", as used in this Agreement, means Federal business days.
- 4. GSA and NPS agree to provide contact information, updated annually, for key contacts in both organizations, including those staff who are responsible for operation and maintenance of the tower. Each Party will include as key contacts those managers who are able to make decisions and support resolution of disputes related to operation and maintenance of the Tower.

X. Approval

For the National Park Service		
Lisa Mendelson Regional Director National Mall and Memorial Parks	Date	
For the U.S. General Services Administration		
Darren J Blue Regional Commissioner Public Buildings Service National Capital Region		12 28 2018 Date

Public Law 98-1 98th Congress

An Act

To designate a "Nancy Hanks Center" and the "Old Post Office Building" in Washington, District of Columbia, and for other purposes.

Feb. 15, 1983 [S. 61]

Nancy Hanks Center; Old Post Office Building.

Designation.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Congress hereby finds and declares-

(1) Nancy Hanks served as Chairman of the National Endowment for the Arts from 1969 to 1977 and during that period presided with distinction over a substantial increase in support for the arts in the United States;

(2) she provided wise leadership in defining a proper role for the Federal Government in the cultural life of the Nation, and safeguarding the creative integrity of artists and arts institu-

tions against Government interference;

(3) her wide-ranging interests in the arts, including architecture, led her to promote initiatives to improve the quality of Federal buildings and to work tirelessly to secure the preservation and renovation of the Old Post Office Building as a headquarters for Federal cultural agencies and as a site for cultural and commercial activities that would enliven the building and its surroundings; and

(4) the renovation of the Old Post Office Building, its occupancy in this year 1983 by Federal cultural agencies and commercial enterprises and its impending use for public performances

and exhibits are due in large measure to the foresightedness, persuasiveness, intellect, and vigor of Nancy Hanks.

SEC. 2. There is hereby designated the "Nancy Hanks Center" in Washington, District of Columbia, comprising the building located on the south side of Pennsylvania Avenue, Northwest, between Eleventh and Twelfth Streets which is known as and hereby designated the "Old Post Office Building", the plaza adjoining said building to the east and other immediately adjacent grounds, and the public use spaces within the Old Post Office Building, which include but are not limited to the commercial and performing areas known as the Pavilion and the clock-observation tower.

Sec. 3. (a) The Administrator of General Services, in consultation with the Chairman of the National Endowment for the Arts and the Chairman of the National Endowment for the Humanities, shall erect at suitable locations at the Nancy Hanks Center appropriate markers or displays commemorating the accomplishments of Nancy Hanks in the fields of government and culture and describing her actions and those of others in Government and private life that led to the renovation and mixed-use development of the Old Post Office

Building.

(b) The Administrator of General Services is authorized to expend for the purposes of subparagraph (a) of this section a sum not to exceed \$50,000 available in any fiscal year out of revenues and collections deposited into the fund established pursuant to section

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Observation tower, operation. 210(f) of the Federal Property and Administrative Services Act of 1949, as amended, and any additional contributions of money provided to him by private individuals or organizations for these purposes within six months of enactment of this Act.

SEC. 4. The Administrator of General Services shall execute an agreement with the Secretary of the Interior providing for operation of the observation tower in the Old Post Office Building by the National Park Service and further providing, if necessary, for transfer to the National Park Service in fiscal year 1983 and each succeeding fiscal year, out of revenues and collections from the Old Post Office Building deposited into the fund established pursuant to section 210(f) of the Federal Property and Administrative Services Act of 1949, as amended, such sums as may be necessary to operate the observation tower.

Approved February 15, 1983.

LEGISLATIVE HISTORY—S. 61:

CONGRESSIONAL RECORD, Vol. 129 (1983):
Jan. 27, considered and passed Senate.
Feb. 2, considered and passed House.
WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS, Vol. 19, No. 7 (1983): Feb. 15, Presidential statement.